

St. Clair County
EGLE MMP Work Program
February 2025

County Information

County Name: St. Clair County

County Approval Agency Name: St. Clair County Board of Commission

County Approval Agency Contact: Karry Hepting/ County Administrator

County Approval Agency Email: khepting@stclaircounty.org

Single or Multicounty: Single

Multicounty group name if applicable:

Contact Information for MMP Grant Manager:

Contact Name: Marsha Adamkiewicz

Contact Title: Staff Accountant

Email Address: madamkiewicz@stclaircounty.org

Phone Number: (810) 810-989-6301

Designated Planning Agency:

Contact Name: Lindsay Wallace

Contact Title: Planning Director

Email Address: lwallace@stclaircounty.org

Phone Number: (810) 989-6950 Ext. 6225

St. Clair County's Work Program was approved by the St. Clair County Materials Management Planning Committee on January 24, 2025.

County Materials Management Planning Committee Members

Regional Planning Agency	Material Recovery Facility
Name: Bailee Pasienza	Name: Not Filled at this time
Title: SEMCOG Environmental Planner	Title:
County Elected Official	Compost Facility/Anaerobic Digester
Name: Robert Fielitz	Name: Fred Thompson
Title: County Commissioner	Title: Indian Summer Compost
Township Elected Official	Business Generating Managed Materials
Name: Robert Usakowski	Name: Not Filled at this time
Title: Kimball Township Supervisor	Title:
City or Village Elected Official	Waste Diversion or Reduction
Name: Not Filled at this time	Name: Matthew Ball
Title:	Title: Waste Management
Environmental Interest Group	Managed Materials Hauler
Name: Martin Habalewsky	Name: Michael Griffin
Title: Sierra Club	Title: President
Solid Waste Disposal Facility	Adjacent Community Business Outside the Planning Area (optional)
Name: Matthew Williams	Name:
Title: Manager	Title:
Additional Optional Members for Multicounty Groups (Per County)	
Elected Official of County or Municipality	Business that generates managed materials
Name:	Name:
Title:	Title:

Section: Timetable

Please provide a timetable for the accomplishment of tasks in Year 1.

Proposed Milestone Schedule

Task	Completion Date/Deadline	2025				2026			
		Q1 (Jan- Mar)	Q2 (Apr-June)	Q3 (July-Sept)	Q4 (Oct- Dec)	Q1 (Jan-Mar)	Q2(Apr-June)	Q3 (July-Sept)	Q4 (Oct-Dec)
Hire Consultant/Develop Work Program	4 th Quarter 2024								
Collect Data: Facilities, Demographics, Waste generation, etc	By June 2025		X						
Plan Development: Develop Strategic Vision with goals/targets	By year end 2025			X	X				
Develop Implementation Strategy	1 st Quarter 2026				X	X			
Public Engagement	1 st Quarter 2026					X			
Prepare Plan	By June 2025					X	X		
Review/Revise Plan	3 rd Quarter 2026						X	X	

Section: Tasks

Please provide a detailed description of tasks to be performed as needed in Year 1 to prepare and implement the plan.

Quarter 1 & 2 Tasks [January – June]

Task 1: Project Management

- Task 1.1** Set-up & Kick Off & Coordination Meetings, County Staff and HDR (Consultant)
 - a. Regular Meetings between County, Consultant, and Planning Committee
 - b. Throughout the Planning Process

- **Task 1.2** Work Program Development, County Staff and HDR (Consultant)
 - a. Draft work program and submit to EGLE within 180 days from NOI
 - b. (2/28/2025 due)

Task 2: Assessment and Analysis

- **Task 2.1** Inventory/Identification, HDR
 - a. Inventory of solid waste facilities, evaluation of solid waste quantities collected, managed, processed, and treated in the County.
 - b. 1/31/25 - 5/31/25

- **Task 2.2** Analyze Rates, HDR
 - a. Collect and Analyze the Waste Generation, Recycle, and Trends within St. Clair County
 - b. 1/31/25 - 5/31/25

Quarter 2 & 3 Tasks [April – September]

Task 3: Plan Development

- **Task 3.1** Develop Strategic Vision of the Plan, HDR/MMPC
 - a. HDR will work with the MMPC to develop a strategic vision for the MMP and set realistic measurable objectives and targets. This vision will inform the recommendations for waste reduction and diversion programs and waste management in the County.
 - b. 6/1/25 – 12/31/25

Task 4: Stakeholder/ Public Engagement

- **Task 4.1** Plan and facilitate stakeholder meetings and incorporate stakeholder feedback into the MMP, HDR
 - a. Deliverables will be discussed with the County based on the 70 allotted hours. This can include listening sessions, public meeting, online survey, residential survey, etc
 - b. 6/1/25 – 12/31/25 (and beyond through Quarter 1 of Year 2)

Quarter 4 Tasks [October – December]

Task 4: Stakeholder/ Public Engagement

- **Task 4.1** Plan and facilitate stakeholder meetings and incorporate stakeholder feedback

into the MMP, HDR

- a. Deliverables will be discussed with the County based on the 70 allotted hours. This can include listening sessions, public meeting, online survey, residential survey, etc
- b. 6/1/25 – 12/31/25 (and beyond through Quarter 1 of Year 2)

Task 5: Implementation Strategy

□ **Task 5.1** Develop Implementation Strategy, HDR/County

- a. Once the goals and objectives have been selected and defined by the MMPC, as discussed in Task 3, HDR will assist the County with creating an implementation strategy specific to those goals and objectives.
- b. 10/1/25 – 12/31/25 (and beyond through Quarter 1 of Year 2)

** We plan to wrap up the project in 2026, so we will be using the “carryover” funding to complete the Materials Management Plan and pay for our consultant until completion.

Section: Public Participation

Please describe public participation efforts in Year 1, including a general schedule of public meetings, hearings, and other activities. Please refer to [R 299.4706](#) for details.

To Be Determined between the County and the consultant, but could be the following activities:

listening sessions, public meetings (in-person, virtual or hybrid), focus groups, or other specific methods to successfully engage and provide equitable access among audiences

Section: Costs

Please provide costs of the individual elements and the total cost of plan preparation in Year 1. Use of the [Approved Budget Form with Narrative](#) is recommended. Please use “N/A” or “None” to indicate there are no costs associated with a given budget category.

Section Five: Staffing

Please describe staffing needs and responsibilities for plan preparation in Year 1. Full-time equivalent is abbreviated below to "FTE."

Position	FTE	Responsibilities
Administrative Support/HDR	N/A	Strategic Communications,
Engineer/Scientist/HDR	N/A	Technical lead, Quality Control, Data Analysis
Project Manager/HDR	N/A	Managing Project through the process requirements

Attachments:

- MMPC Minutes- Approval of Work Program
- BOC Minutes- Approval of Contract with HDR (Consultant)
- Contract with HDR (Consultant)
- Invoices paid to date to HDR
- Work Program Developed by HDR for the completion of the entire Plan

Michigan Department of Environment, Great Lakes, and Energy

Sustainability Section

Budget Template

Applicant Name: St. Clair County Materials Management Plan

Project Title (Program): Materials Management

Vendor Number (VSS):

Personnel (Name & Title)	Hours (#)	Rate (\$/Hour)	Grant (\$)	Match (\$)		Total (\$)	Personnel Narrative
				Monetary	In-Kind		
N/A- Paying Consultant						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Personnel Subtotal	0		\$ -			\$ -	
Fringe Benefits (Name & Title)		Rate (%)	Grant (\$)	Match (\$)		Total (\$)	Fringe Benefits Narrative
				Monetary	In-Kind		
N/A- Paying Consultant						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Fringe Benefits Subtotal			\$ -			\$ -	
Personnel & Fringe Benefits Subtotal			\$ -			\$ -	

Contractual Services (Name)	Description of Services	Grant (\$)	Match (\$)		Total (\$)	Contractual Services Narrative	
			Monetary	In-Kind			
HDR	Meetings & Coordination	\$ 5,240.00			\$ 5,240.00		
HDR	Work Program Development	\$ 2,720.00			\$ 2,720.00		
HDR	Waste Infrastructure Identification	\$ 2,470.00			\$ 2,470.00		
HDR	Stakeholder Outreach	\$ 1,650.00			\$ 1,650.00		
HDR	Waste Generation Assesment	\$ 4,110.00			\$ 4,110.00		
HDR	MMP Plan Development- Vision and G	\$ 10,040.00			\$ 10,040.00		
HDR	Implementation Plan/Strategy	\$ 4,685.00			\$ 4,685.00		
HDR	Public Engagement	\$ 8,295.00			\$ 8,295.00		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
Contractual Services Subtotal		\$ 39,210.00	\$ -		\$ 39,210.00		
Supplies & Materials (Itemize)	Quantity (#)	Cost (\$/Unit)	Grant (\$)	Match (\$)		Total (\$)	Supplies & Materials Narrative
				Monetary	In-Kind		
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Supplies & Materials Subtotal			\$ -			\$ -	
Equipment (Itemize)	Quantity (#)	Cost (\$/Unit)	Grant (\$)	Match (\$)		Total (\$)	Equipment Narrative
				Monetary	In-Kind		
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Equipment Subtotal			\$ -			\$ -	

			Match (\$)			Other Direct Costs Narrative	
Other Direct Costs (Description)			Grant (\$)	Monetary	In-Kind		Total (\$)
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Other Direct Costs Subtotal			\$ -	\$ -		\$ -	
			Match (\$)			Travel Narrative	
Travel	Quantity (#)	Rate (\$/Unit)	Grant (\$)	Monetary	In-Kind		Total (\$)
Mileage						\$ -	
Lodging						\$ -	
Meals						\$ -	
Airfare						\$ -	
Other Travel (Itemize)							
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Travel Subtotal			\$ -	\$ -		\$ -	
Direct Cost Subtotal			\$ 39,210.00	\$ -		\$ 39,210.00	
			Grant (\$)	Match (\$)		Total (\$)	
Indirect (10% Max)	Rate (%)		\$ -	\$ -		\$ -	
			Match (\$)				
			Grant (\$)	Monetary	In-Kind	Total (\$)	
Total Cost			\$ 39,210.00	\$ -		\$ 39,210.00	

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR MICHIGAN, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this _____ day of November, 2024, between St. Clair County, Michigan (“OWNER”), a Michigan Constitutional corporation, with principal offices at 200 Grand River, Suite 203, Port Huron, Michigan 48060, and HDR MICHIGAN, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Material Management Plan Development (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Michigan, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Michigan, Inc. Terms and Conditions for Consulting Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of Time and Materials which shall mean actual labor hours at the rates included in Exhibit A, to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses. The total cost shall not exceed \$71,887 unless both parties are in mutual agreement of any amendment.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

The term of the contract will be November 22, 2024 to June 30, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ST. CLAIR COUNTY, MICHIGAN

“OWNER”

BY: _____

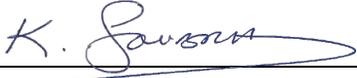
NAME: _____

TITLE: _____

ADDRESS: 200 Grand River, Suite 203
Port Huron, Michigan 48060

HDR MICHIGAN, INC.

“ENGINEER”

BY: 

NAME: Khaled Soubra, PhD, PE, LEED AP

TITLE: Vice President

Michigan Area Manager
ADDRESS: 1000 Oakbrook Dr., Suite 200
Ann Arbor, Michigan 48104-6815

EXHIBIT A

SCOPE OF SERVICES

HDR's Scope of Services will be in accordance with the following sections included herein and as presented in HDR's proposal dated October 1, 2024 for the Material Management Plan Development, St. Clair County, Michigan. The scope of services shall incorporate the requirements of RFP# AD-0824-527.

- Project Understanding & Work Plan
- Project Timeline
- Project Budget & Rate Schedule

Project Understanding

In response to the growing concerns surrounding solid waste management and the increasing need for sustainable waste solutions, HDR will work with the St. Clair County (County) to develop a materials management plan (MMP) in accordance with the requirements for an MMP, as defined by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 115 of the Natural Resources and Environmental Protection Act. Leveraging our expertise in solid waste planning and facility design, we aim to work with the County to develop solutions tailored to meet the County's specific needs while addressing local environmental challenges.

OBJECTIVES

1. Conduct analysis of the County's current solid waste management practices and infrastructure.
2. Identify opportunities for improvement and innovation in solid waste management.
3. Develop proposed solutions, tailored for the County's solid waste management challenges.
4. Verify that the proposed solutions align with the County's specific requirements and local regulations.
5. Provide planning and support throughout the implementation phase of this project.

Work Plan



Our team brings an understanding of Michigan, solid waste planning, and Part 115 regulatory compliance experience to help the County meet the EGLE requirements for the new MMP as required in Part 115. We understand this planning process is a new undertaking for the County and are excited to support the important efforts in managing materials more responsibly. HDR's proposed work plan details our understanding of the project and services to support the County.

HDR understands the County's Environmental Services Department (Department) is responsible for the management of solid waste disposal services in the County. The department supervises the design, construction, operation, closure, and post-closure maintenance of the Smiths Creek Landfill, as well as post closure maintenance activities at the Thomas Road site in Kenockee Township. The Department also facilitates

the implementation of the current St. Clair County Solid Waste Management Plan and future MMP by promoting source reduction, recycling, materials recovery, composting and licensing of waste transport vehicles. The Department administers the Household Hazardous Waste Program and the Recycling Drop Off Program. The St. Clair County Board of Commissioners (BOC) appointed the St. Clair BOC as the County Approval Agency (CAA) at their June 2024 Board meeting. The BOC appointed the Metropolitan Planning Commission to act as the County's Designated Planning Agency (DPA) and Lindsey Wallace within the Metropolitan County Planning Agency as the contact person required under Subpart 11 of Part 115. The County Materials Management Planning Committee (MMPC) members will be appointed by the BOC. HDR understands that the County has notified adjacent counties that the County intends to prepare its own MMP without multicounty planning consideration.



Aerial view of St. Clair County's active landfill.

TASK 1: PROJECT MANAGEMENT

HDR will provide management to initiate, monitor and review technical deliverables for this task. HDR will assign a dedicated Project Manager, Lara Zawaidh, who will be responsible for the overall execution of this task, including scheduling, coordination with the County and monitoring the scope, schedule, and budget. HDR's Project Manager will update the Project Management Plan (PMP) to reflect changes to the project as needed. HDR will perform the following project management, contract management, and team coordination activities for the project period:

PROJECT SETUP & KICK-OFF MEETING

To kick-off the project, we plan to facilitate a two-hour virtual kick-off meeting with up to three HDR staff members to introduce the team, discuss the project scope and timeline, and understand the County's vision for a plan framework.

PROJECT COORDINATION

Monthly project coordination includes invoicing, contract management, and internal coordination for the success of the project. As part of project coordination, HDR will also provide a draft report template and report outline to consolidate project findings.

MONTHLY PROGRESS MEETINGS

To manage ongoing project tasks, we will have one-hour monthly virtual progress meetings to discuss project status and outstanding items. The project manager, Lara, will be in attendance along with other HDR staff as needed.

ASSUMPTIONS

- Kick-off meeting will be virtual with up to three HDR staff.
- Monthly progress meetings will be virtual and attended by the HDR project manager.
- Progress meetings are anticipated to begin in November 2024 and end in June 2026, for a total of 20 progress meetings. The meetings will be 30 minutes.

DELIVERABLES

- Project kick-off meeting agenda and notes
- Report template & outline
- Monthly progress meetings

TASK 2: WORK PROGRAM DEVELOPMENT

The County has submitted the Notice of Intent (NOI), identifying the proposed County Approval Agency (CAA); therefore, the planning process can begin. HDR will prepare the required work program plan, submit for review and approval by your Materials Management Planning Committee (MMPC) then submit to EGLE for approval as part of the EGLE Part 115 within 180 days (anticipated December 2024). HDR understands the need for timely work given the specific timelines associated with the MMP process. Once the work program is developed, HDR will work with the County to develop the MMP.

HDR, with input from the County, will develop the work program, which will include descriptions of the activities for developing and implementing the MMP. HDR understands that the work plan requires a description of activities, the responsible party for each activity, a timeline for completing tasks, approximate budget and type of funding (if applicable), type of public participation by activity, and status of each activity. The project team will use the Work Program format provided by EGLE to develop the work program with the DPA. HDR will submit the draft Work Program to the MMPC for approval and will coordinate with the County to submit the approved Work Plan to EGLE, following the proper iteration and approval processes.

ASSUMPTIONS

- Project meetings will be scheduled with the County during the 180-day period.
- Meetings will be virtual with one HDR staff member.
- County staff will review content within two weeks of submittal to verify timely review and updates of the work program.
- HDR will use the Excel-based Work Program Template developed by EGLE.
- HDR assumes 12 hours for this task to be performed in 2024.

DELIVERABLES

- Draft Work Program prepared within 30 days of approved contract between County and HDR.
- Final Work Program to be submitted to EGLE within 180 days from NOI (anticipated January 2, 2025).

TASK 3: ASSESSMENT AND ANALYSIS

Data collection for the development of the MMP will require research, outreach to key entities, and projections to provide necessary details as required by Part 115. HDR will conduct a comprehensive assessment of materials management practices currently used by the County. As part of this task, the project team will perform data collection from stakeholders including municipalities, facilities, and haulers that operate within the County, as stated in the MMP requirements. The data collection is anticipated to include: an inventory and description of existing solid waste facilities; an evaluation of solid waste collection, management, processing, treatment,



and transportation by material type and volume; County demographics including identification of centers for solid waste generation; current and projected land development and environmental conditions; and waste generations, recycling rates, and landfill usage; as discussed in Michigan Administrative Code Rule 299.4711 – Plan Format and Content.

When data is not available, this task will include creating models and projections based on the available information and estimates provided by EGLE using their generation tool. HDR will work collaboratively with County staff to gather this data, using local knowledge and previously gathered information.

As part of this task, HDR will develop scenario projections and forecasting to estimate future waste management needs in the County, considering population growth, economic trends, and technological advancements.

ASSUMPTIONS

- County staff will provide relevant, available data to HDR.
- County staff will provide a list of stakeholders including specific contact information for municipalities, facilities, and haulers operating in the County. HDR will do additional desktop research to assess whether there are additional stakeholders that should be included.
- Only entities operating in the County will be included.
- Research will be desktop and no in person meetings will be held as part of this task.
- When possible, HDR will use publicly available data. If additional data is required, HDR may reach out to stakeholders, including representatives from existing facilities that manage waste. HDR will reach out via email and phone call. If stakeholders are not responsive, HDR will use assumptions and projections to estimate the data, and the assumptions will be noted in the report.
- Data collected will be provided to the County for inclusion in the MMP. The data will not be formatted or designed in a public-facing document as part of this task.
- HDR assumes 56 hours for this task to be performed in 2025.

DELIVERABLES

- The following raw data will be provided as a database:
 - Inventory and description of existing solid waste facilities;
 - Evaluation of solid waste quantities collected, managed, processed, and treated in the County;
 - Identification of centers for solid waste generation;
 - Waste generation rates;
 - Recycling rates;
 - Materials management projections through the end of the planning period;
 - Waste generation trends; and
 - Projections of future waste management needs.
- Data collection summary and key findings will be shared with the MMPC in draft, bullet point format for County review, and findings will be included in narrative form in the final report.

TASK 4: PLAN DEVELOPMENT

As part of the plan development task, HDR will work with the MMPC to develop a strategic vision for the MMP and set realistic measurable objectives and targets. This vision will inform the recommendations for waste reduction and diversion programs and waste management in the County.

Review of the County's current materials management systems will help to identify areas for potential improvement, adjust practices to create a successful system, and achieve MMP goals for sustainable materials management. HDR will review the County's existing materials management programs against industry standard management practices in other communities to provide recommendations to the County. Our evaluation of the County's existing programs will consider the requirements of the MMP and the needs of the County. The proposed recommendations will be informed by industry standard practices, feasibility assessments, and consideration of potential environmental, social, and economic impacts. Recommendations will be developed in collaboration with the County's MMPC and will include potential recycling programs, waste reduction initiatives, composting and other diversion initiatives, and resource recovery opportunities, as applicable.



Using our national expertise and a local approach, HDR will evaluate various supporting policies and funding mechanisms that may benefit the County's material management goals. This review will include local, state and national policies, regulatory approaches, and funding specific to solid waste management that have been successfully implemented. This research may include policies such as volume-based pricing, solid waste surcharge or taxes, tip fee modifications, flow control, utility service fees, hauler licensing fees, regulatory requirements for recycling or organics collection, municipal contract language, contracted waste hauling, local waste ordinances and more. Our research will include realistic goals for materials management that reduces waste to landfill and implements programs for waste diversion. Potential funding mechanisms will reference Section 324.11581 Implementation of materials management plan; funding mechanisms of the Natural Resources and Environmental Protection Act.

The project team will also include a summary of available funding mechanisms through national grants (e.g., the EPA Solid Waste Infrastructure for Recycling [SWIFR] Grant Program, USDA Composting and Food Waste Reduction [CFWR] Grants).

ASSUMPTIONS

- Existing management practice and policy/funding mechanism evaluations will be desktop study only and will not include direct outreach to communities.
- HDR will not provide legal review of recommended policies and the County will complete such reviews and provide guidance to HDR regarding local and state regulations.
- Data collected will be provided in draft form to the County for inclusion in the MMP. The data will not be formatted or designed in a public-facing document as part of this task.
- HDR assumes 60 hours for this task to be performed in 2025.

DELIVERABLES

- Findings from this assessment will be shared with the MMPC in draft, bullet point form and will be incorporated into the final report.

TASK 5: IMPLEMENTATION STRATEGY

Following the Assessment and Analysis and Plan Development tasks, the project team, in collaboration with the County, will develop an implementation plan with action items and timelines. Once the goals and objectives have been selected and defined by the MMPC, as discussed in Task 4, HDR will assist the County with creating an implementation strategy specific to those goals and objectives. The implementation strategies may be of various complexity and approach and are dependent on the Planning Committee's recommendations. Due to this large variation, there may be an opportunity for HDR to revise our scope of work and the associated fees once the goals and objectives are defined.

ASSUMPTIONS

- HDR assumes the implementation strategy will be developed after the MMP goals and objectives are finalized by the Planning Committee.
- HDR will provide steps and timelines for up to 10 goals and objectives as outlined by the Planning Committee. If additional goals/objectives are identified for review, an update to this scope may be necessary.
- Implementation steps and timelines will be based on research developed during previous tasks. Additional research will not be conducted as part of this task.
- HDR assumes 60 hours for this task to be completed in 2025.

DELIVERABLES

- The implementation strategies will be included in the final report.

TASK 6: STAKEHOLDER ENGAGEMENT

HDR understands that the County has a goal of engaging the community for project understanding and support. In collaboration with the County, HDR will plan and facilitate stakeholder meetings and incorporate stakeholder feedback into the MMP.

As the MMP is finalized, the County may determine that additional stakeholder engagement is necessary to move forward in the implementation of the plan goals and objectives. In these instances, HDR will work with County staff and recommend options to engage with identified audiences. This could include additional listening sessions, public meetings (in-person, virtual or hybrid),



focus groups, or other specific methods to successfully engage and provide equitable access among audiences. HDR's proposal serves as a base outline for engagement and can be adjusted as needed if mutually agreed upon by the County and HDR project teams.

ASSUMPTIONS

- County staff will review the draft materials and provide one set of consolidated changes for incorporation into the final materials for stakeholder engagement.
- Community events/table events are established events and not planned or organized by HDR.
- HDR will attend quarterly MMPC meetings virtually. HDR assumes meetings will be one hour in length with one HDR staff present. The HDR project manager will provide updates on the status of the MMP. Based on the project schedule, HDR anticipates that the Project Manager will attend six MMPC meetings.
- At least quarterly, the planning committee's meeting will be open to the public, in accordance with Michigan Administrative Code Rule 299.4706 – Public participation programs. HDR assumes that the MMPC will coordinate the meeting, set agendas, invite stakeholders as needed, and facilitate MMPC meetings.
- HDR assumes 70 hours for this task to be performed between 2024-2026.
- If additional engagement efforts beyond what is listed in deliverables are required, a change order to this scope and fee may be necessary.

DELIVERABLES

- Deliverables will be discussed with the County based on the 70 allotted hours. This can include listening sessions, public meeting, online survey, residential survey, etc.

TASK 7: FINAL REPORT

After Tasks 1–6 are performed, HDR will draft the MMP document informed by information gathered and guidance and requirements from EGLE. HDR's team of copy editors and designers will provide oversight along with subject matter experts to verify language is consistent and meets material management requirements.

The final MMP is anticipated to include the following elements:

- Executive summary with overview, conclusions, and selected alternatives.
- Introduction which establishes the goals and objectives for prevention of adverse effects on public health and the environment and maximum utilization of Michigan's solid waste resources.
- Database of data collected as part of the MMP development.
- Solid waste management system alternatives.
- Proposed alternative systems.
- Plan selection criteria.
- Management responsibilities and institutional arrangements for implementation of technical alternatives.
- Documentation of public participation.

ASSUMPTIONS

- County staff will provide graphics, photos, logos, and other County-specific images for inclusion in the MMP final document.
- County staff will review the draft and provide one consolidated set of tracked changes for incorporation into the final document.
- Two rounds of changes are anticipated prior to the report being final.
- HDR assumes 90 hours for this task to be performed in 2026.

DELIVERABLES

- Draft Plan Document
- Final Plan Document

Project Timeline

HDR's proposed schedule and fee is based on the anticipated award date, timely receipt of information and review comments from others, and the general project duration as noted in the scheduled above. A prolonged project schedule, delays in award and/or delays in receipt of information may impact the required fee and schedule for HDR's scope and deliverables.

	2024				2025				2026	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Prior to Project Initiation										
EGLE Initiates MMP Process	★									
County Submits NOI			★							
Project Initiation				★						
Project Tasks										
Task 1 - Project Management										
Task 2 - Work Program Development										
Task 3 - Assessment and Analysis										
Task 4 - Plan Development										
Task 5 - Implementation Strategy										
Task 6 - Stakeholder Engagement										
Task 7 - Final Report										

Notes:

¹ Per Mich. Admin. Code R. 299.4706, the planning agency is required to "hold public meetings with the planning committee not less than quarterly each year during plan preparation." For simplicity, the project team assumed that once per quarter the planning committee would open one of their monthly meetings to the public.

² Assume that Stakeholder Engagement will be conducted on a schedule agreed upon by the St. Clair County and HDR, but is expected during project initiation, planning and strategy development.

³ Deliverable dates and detailed schedule will be discussed and established with the St. Clair County after the Notice to Proceed.

LEGEND	
	Ongoing Task
	Specific date or deadline



Project Budget

HDR will provide the services outlined in this proposal on a time and material basis for the for the total fee outlined below. HDR’s estimate is based on general adherence to the anticipated schedule included with this proposal. HDR will invoice on a monthly basis based on the labor and expenses charged to the project during the invoice period.

This budget is our best estimate given what we know about current regulatory guidance and may need to be refined based on the finalization of guidance documents and level of effort discussion with the County.

Task #	Task Name	Budgeted Hours	Expenses	Task Budget
Task 1	Meetings	75	\$800	\$13,102
Task 2	Work Program Development	12	-	\$2,716
Task 3	Assessment and Analysis	56	-	\$8,225
Task 4	Plan Development	60	-	\$10,039
Task 5	Implementation Strategy	60	-	\$9,365
Task 6	Stakeholder Engagement	70	\$100	\$11,847
Task 7	Final Report	97	-	\$16,593
	Total	430	\$900	\$71,887

*The fee is based on an assumed level of effort based on the language of the RFP interpreted by HDR which can vary significantly depending on the level of support requested by the St. Clair County. HDR will work closely with the St. Clair County to monitor the budget status. If our noted assumptions do not align with project requirements or St. Clair County’s goals for this effort, we welcome the opportunity to discuss modifications to our scope accordingly.



**Schedule of Hourly Professional Service
Billing Rates**

2024

Classification	Billing Rate	Classification	Billing Rate
Administrative Support I	\$80	Project Manager I	\$154
Administrative Support II	\$97	Project Manager II	\$189
Administrative Support III	\$110	Project Manager III	\$209
Administrative Support IV	\$129	Project Manager IV	\$233
Administrative Support V	\$149	Project Manager V	\$254
Administrative Support VI	\$165	Project Manager VI	\$274
CADD / BIM Specialist / Designer I	\$87	Technical Consultant I	\$139
CADD / BIM Specialist / Designer II	\$98	Technical Consultant II	\$155
CADD / BIM Specialist / Designer III	\$114	Technical Consultant III	\$175
CADD / BIM Specialist / Designer IV	\$129	Technical Consultant IV	\$185
CADD / BIM Specialist / Designer V	\$146	Technical Consultant V	\$209
CADD / BIM Specialist / Designer VI	\$156	Technical Consultant VI	\$234
CADD / BIM Specialist / Designer VII	\$179	Technical Consultant VII	\$251
CADD / BIM Specialist / Designer VIII	\$199	Technical Consultant VIII	\$289
Engineer/Scientist I	\$131		
Engineer/Scientist II	\$142		
Engineer/Scientist III	\$156		
Engineer/Scientist IV	\$171		
Engineer/Scientist V	\$199		
Engineer/Scientist VI	\$220		
Engineer/Scientist VII	\$245		
Engineer/Scientist VIII	\$259		

- Rates in US dollars and in effect through December 28, 2024. Annual Escalation will be 4%.
- Labor rates for specialty services (e.g. Site/Construction services, Expert Witness Testimony, etc.) provided upon request.
- HDR will, on occasion, utilize contract employees on projects in order to accommodate schedules and peak workload. Contract employee will be invoiced at the standard HDR rate corresponding to their position classification.



Schedule of Reimbursable Expenses

Per Unit Expenses:

Automobile Travel, rate per mile Standard IRS Business Mileage Rate

Items invoiced at actual cost include:

Postage, Express Delivery, Copies
Travel and Living Expenses

Items invoiced at actual cost plus 10%, due to additional contract administration:

Consultants and Subcontracted Services
Expendable Supplies and Services (purchased directly in support of the project)
Rented or Leased Equipment

EXHIBIT B

TERMS AND CONDITIONS HDR Michigan, Inc. Terms and Conditions for Consulting Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances in the state of Michigan during the time when the services are being performed. Except as provided in this paragraph, the CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to

the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

8. TERMINATION OF AGREEMENT

OWNER may terminate the Agreement, in whole or in part, by giving seven (30) days written notice to the other party. Where

the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be submitted with invoice for proper support of pass through expenditures (excluding copies, postage and travel).

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late unjustified payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on undisputed invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation

can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status,

disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

15.

16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

19 OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by CONSULTANT are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST,

etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

20. FORCE MAJEURE

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.



ST. CLAIR COUNTY

MATERIALS MANAGEMENT PLANNING COMMITTEE

MINUTES

FRIDAY, JANUARY 24, 2024 | 10:00AM

CONFERENCE ROOM A | 2ND FLOOR | ST. CLAIR COUNTY ADMINISTRATION BUILDING
200 GRAND RIVER, PORT HURON, MI 48060

1. Call to order/Roll Call

The meeting was called to order at 10:03 a.m. by Wallace

Present: Thompson, Habalewsky, Williams, Usakowski, Ball

Excused: None

Absent: Simasko, Griffin, Karll

Guests: Fielitz, Opperthausen, Pasienza, HDR (Consultants via Zoom)

Staff: Wallace, Donaldson, Klomprens

2. Bylaws- Draft

Discussion on the draft bylaws as presented, MPC Staff will make edits as discussed by the committee and will have them ready for the February meeting.

Some comments included; duties and responsibilities of Vice Chairperson, language about having a recording secretary that could be a non-voting participant, and Ethics and Conflict of Interest language.

3. Election of Officers (Action)

A. Chairperson- Fred Thompson

Motion by Thompson supported by Williams. **Motion carried unanimously.**

B. Vice- Chair- Matt Williams

Motion by Williams supported by Thompson. **Motion carried unanimously.**

4. Citizens Wishing to Address the Commission

Fielitz: Does the county have an estimate of the amount of recyclable materials going into the landfill?

Williams: There is not a good way to gauge.

Fielitz: How do we know if we are approaching the recycling goals?

5. Communication/Discussion

Discussion on how much recycling does our county landfill currently collect, is it an asset vs a liability, potential partnerships within the county, adjustment to tipping fees moving forward, waste generation, and waste audits.

Thompson brought up the County's long-standing policy of self-sufficiency (no import/export) and how it would be addressed in the MMP as this will greatly impact both disposal and recycling.

6. New Business

A. Materials Management Planning Overview

Geoff Donaldson gave a presentation of the new Materials Management Planning Process, which included the regulations, overview, impact, and timelines and expectations.

B. Work Plan (**Action**)

HDR, the consultants hired by St. Clair County to develop the Materials Management Plan presented the Work Plan to the Planning Committee, it is required to have the Work Plan approved by the Planning Committee.

Motion by Usakowski supported by Ball. **Motion carried unanimously.**

7. Next Meeting Date

Lindsay Wallace will send out a Doodle Poll early next week to determine a date and time for the next meeting.

8. Adjournment

Motion by Usakowski supported by Williams, to adjourn at 11:54am.

Motion carried unanimously.

Respectfully submitted,

Prepared by Lindsay Wallace



MINUTES
St. Clair County Board of Commissioners

Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060

November 21, 2024 at 6:00 PM

PUBLIC HEARING: ADOPTION OF PROPOSED 2025 BUDGET

Chairperson Bohm opened the public hearing at 6:00 p.m. Announced the public hearing three times. No citizens addressed the board. Chairperson Bohm closed the public hearing at 6:01 p.m.

Moment of Silence, Prayer or Personal Reflection

1. Call to Order

Chairperson Bohm called the meeting to order at 6:01 p.m.

2. Pledge of Allegiance

Pledge of Allegiance was lead by Chairperson Bohm.

3. Roll Call

Present: Jorja Baldwin, Jeff Bohm, David Rushing, Steve Simasko, Joi Torello

Absent: Lisa Beedon, Dave Vandebossche

4. Additions/Deletions/Changes to the Agenda

Moved by Commissioner Torello, supported by Commissioner Rushing, to delete the closed session from the agenda. Carried - Voice Vote 5-0; Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Simasko

A. Remove Closed Session

5. Approval of Agenda

Moved by Commissioner Rushing, supported by Commissioner Torello, to approve the agenda as amended. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing

6. Minutes of Previous Meeting

Moved by Vice Chairperson Baldwin, supported by Commissioner Rushing, to approve and file the minutes of the 10/17/24 Commission meeting and the 11/07/24 Standing Committee meetings. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

- A. 10-17-2024 Commission Meeting
- B. 11-07-20204 Standing Committee Meetings

7. Proclamations

Moved by Commissioner Rushing, supported by Commissioner Simasko, to approve the proclamation recognizing Alvin Titus for his years of service. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

- A. Recognizing Alvin Titus

8. Consent Agenda

Moved by Vice Chairperson Baldwin, supported by Commissioner Torello, to approve items 8A through 8G on the Consent Agenda. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

- A. Summary Budget to Actual Report - October 2024
- B. American Rescue Plan Spending Report - October 2024
- C. FY 2025 Highway Safety Project Grant Approval
- D. Audit Logging Subscription Renewal
- E. HYLAND Maintenance Renewal
- F. Commissioner Simasko District 1 American Rescue Plan Act Project - SCC Road Commission/Lynn Township
- G. Health Department Renovation – Change Order Log dtd 11-13-24

9. Reports of Standing and Special Committees

None

10. Citizens Wishing to Address the Board

Tim Ward - 4614 Lakeshore Rd, Fort Gratiot MI
RE: Reappointment to Board of County Road

Chris Barto - 4607 Metcalf, Fort Gratiot, MI
RE: Portside Solar

Cynthia Bankston - 3024 Thornhill, Port Huron, MI
RE: Health Committee

Rob Malick - Jeddo, MI
RE: Health Board

Tyler Meganck - 1219 Minnesota Rd, Lot 72, Port Huron, MI
RE: Solar Farms

Vance Richardson - 4126 Cole Rd, Fort Gratiot, MI
RE; Solar Projects

Sandra Richardson - 4126 Cole Rd, Fort Gratiot, MI
RE: Solar Projects

Angie Defrain
RE: Fort Gratiot Solar

Lena Smith - 3993 Sterlin St, Apt 14, Port Huron, MI
RE: Health Committee

Chad Dell - 5493 State Rd, Fort Gratiot, MI
RE: Solar

Robert Fielitz - 870 Sturdevant Rd, Kimball MI
RE: Solar

Mary Williams - 2310 Ashland Court, Port Huron, MI
RE: Health Board, Solar, Landfill

11. Unfinished Business

None

12. New Business

A. Approval of County Disbursements - October 2024

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to approve the October 2024 County Disbursements in the amount of \$68,348,005.26. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

B. Resolution 24-34 Ratifying Communications Officers Collective Bargaining Agreement

Moved by Vice Chairperson Baldwin, supported by Commissioner Rushing, to adopt Resolution 24-34 ratifying the Collective Bargaining Agreement with St. Clair County Communications Officers. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

C. Resolution 24-33 Ratifying Collective Bargaining Agreement - Probate Clerical Employees TPOAM

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to adopt Resolution 24-33 ratifying the Collective Bargaining Agreement with the St. Clair County Probate Clerical employees Union TPOAM. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

D. St. Clair County Library System - Thomson Reuters Westlaw Subscription

Moved by Commissioner Torello, supported by Commissioner Rushing, to approve the one-year agreement with Thomson Reuters for the provision of the Westlaw product for the Library in the amount of \$21,094.44. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

E. St. Clair County Library System - Board of Trustees Bylaw Revisions

Moved by Vice Chairperson Baldwin, supported by Commissioner Torello, to approve the revisions to the St. Clair County Library System Board of Trustees Bylaws as presented. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

F. FY2024 Emergency Management Performance Grant (EMPG) Grant Agreement

Moved by Commissioner Rushing, supported by Commissioner Torello, to approve the FY 2024 Emergency Management Performance Grant agreement in the amount of \$13,217. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

G. Central Dispatch Advisory Board Appointments

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to appoint to the Central Dispatch Advisory Board Chief Brian Kerrigan, Criminal Justice Representative, replacing Joe Platzer and Chief James Heaslip as his alternate; each for the remainder of the term expiring 12/31/24. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

H. FY 2024 Edward Byrne Memorial Justice Assistance Grant Program Application

Moved by Vice Chairperson Baldwin, supported by Commissioner Rushing, to approve the FY 2024 Edward Byrne Memorial Justice Assistance Grant Program application in the amount of \$11,364. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

I. FY24 Michigan Mental Health Court Grant Program Huron House Subcontract -Amended

Moved by Commissioner Rushing, supported by Vice Chairperson Baldwin, to approve the amended Vendor Agreement with Huron House Inc. for the Mental Health Court, increasing the total amount of the FY24 term from \$17,000 to \$22,280. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson

Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing
Nay: None

J. FY24 Michigan Mental Health Court Grant Program - Blue Water D.R.P. LLC
Subcontract - Amended

Moved by Vice Chairperson Baldwin, supported by Commissioner Rushing, to
approve the amended Vendor Agreement with Blue Water D.R.P. LLC for the
Mental Health Court, increasing the amount for the FY24 term from \$54,000 to
\$66,620. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson
Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing
Nay: None

K. Maintenance Agreement - Power Techniques, Inc - Galaxy VS UPS in Master
Control - Intervention Center

Moved by Commissioner Torello, supported by Vice Chairperson Baldwin, to
approve the Maintenance Agreement with Power Techniques, Inc. for the Galaxy
VS UPS for Master Control at the Intervention Center for a term of 12/28/24
through 12/27/29 in the amount of \$26,755.94. Carried - Roll Call Vote 5-0. Aye:
Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko,
Commissioner Torello, Commissioner Rushing Nay: None

L. Inmate Medical and Mental Health Service Agreement 6th Addendum -
YesCare

Moved by Commissioner Rushing, supported by Vice Chairperson Baldwin, to
approve the Sixth Addendum to the agreement with YesCare for on-site inmate
medical and mental health care services extending the term until 12/31/24 and
increasing the not to exceed amount to \$3,492,740. Carried - Roll Call Vote 5-0.
Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko,
Commissioner Torello, Commissioner Rushing Nay: None

M. Jail Intake Area Office Build Out

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to
approve the furniture/equipment purchase for the Jail intake area from Kerr Albert
in the amount of \$30,066.41 using American Rescue Plan Act funds. Carried -
Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin,
Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

N. FY25 Public Guardian Services Contract with St. Clair County Community
Mental Health Authority

Moved by Commissioner Torello, supported by Commissioner Rushing, to approve
the agreement with St. Clair County Community Mental Health Authority for Public
Guardian services for the term of 10/1/24 through 9/30/25 in the amount of
\$119,000. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson
Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing
Nay: None

O. FY 2025 Michigan Drug Court Grant Program Agreement

Moved by Vice Chairperson Baldwin, supported by Commissioner Simasko, to
approve the FY 2025 Michigan Drug Court Grant Program Agreement in the
amount of \$60,000. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice
Chairperson Baldwin, Commissioner Simasko, Commissioner Torello,

Commissioner Rushing Nay: None

P. FY2025 Michigan Mental Health Court Grant Program Agreement (MMHCGP)

Moved by Vice Chairperson Baldwin, supported by Commissioner Simasko, to approve FY2025 Michigan Mental Health Court Grant Program Agreement in the amount of \$60,000. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

Q. FY 25 Memo of Understanding Blue Water Day Reporting - Michigan Drug Court

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to approve the Memorandum of Understanding with Blue Water Day Reporting Program for the Drug Court for a term of 10/01/24 through 09/30/25 in the amount of \$28,000 for drug testing services. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

R. FY 25 Memo of Understanding Between St. Clair County Community Mental Health and Recovery Court

Moved by Vice Chairperson Baldwin, supported by Commissioner Rushing, to approve the Memorandum of Understanding with St. Clair County Community Mental Health for Substance Use Disorder Treatment and Peer Recovery Support Services for the Recovery Court in the amount of \$28,000 for a term of 10/01/24 through 09/30/25. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

S. FY 2025 Letter of Agreement with Sacred Heart Rehabilitation Center for Residential Substance Abuse Treatment Prevention Services for Inmates

Moved by Commissioner Rushing, supported by Vice Chairperson Baldwin, to approve the letter of agreement with Sacred Heart Rehabilitation Center for Residential Substance Abuse Treatment services for a term of 10/01/24 through 09/30/25 in the amount of \$10,000. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

T. FY 2025 Letter of Agreement with Region 10 Prepaid Inpatient Health Plan for Residential Substance Abuse Treatment Prevention Services for Inmates

Moved by Vice Chairperson Baldwin, supported by Commissioner Torello, to approve the Letter of Agreement with Region 10 Prepaid Inpatient Health Plan for Residential Substance Abuse Treatment services for the Intervention Center for a term of 10/01/24 through 09/30/25 in the amount of \$130,000. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

U. FY 2025 Michigan Indigent Defense Commission Grant Agreement

Moved by Commissioner Torello, supported by Commissioner Rushing, to approve the grant agreement with the Michigan Indigent Defense Commission for a term of 10/01/24 through 09/30/25 in the amount of \$3,886,386.74. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner

Simasko, Commissioner Torello, Commissioner Rushing Nay: None

V. Landfill - Extension of Lease of Flare Skid - Perennial Energy

Moved by Commissioner Rushing, supported by Commissioner Torello, to approve a 6-month extension of a flare skid rental from Perennial Energy, LLC for the Landfill in the additional amount of \$42,900. Discussion followed. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

W. Resolution 24-29 Relative to Annual County At Large Drain Assessments

Moved by Vice Chairperson Baldwin, supported by Commissioner Rushing, to adopt Resolution 24-29 relative to annual County-at-Large Drain Assessments. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

X. Landfill - Extension of Tetra Tech Phase 2 Air Monitoring

Moved by Commissioner Torello, supported by Commissioner Rushing, to approve the second extension of the agreement with Tetra Tech for Phase 2 Air Monitoring services at the Smiths Creek Landfill for 90 days ending 03/14/25 in the amount of \$35,500. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

Y. Landfill - Renewal of Leachate Pretreatment Facility Operating Contract - Michigan Wastewater LLC

Moved by Vice Chairperson Baldwin, supported by Commissioner Simasko, to approve Addendum E with Michigan Wastewater LLC for Leachate pre-treatment services for the term of 01/30/25 through 01/31/26 increasing the not to exceed amount to \$1,145,418.21. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

Z. 2025 Survey & Remonumentation Grant Application

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to approve the 2025 Survey and Remonumentation Grant application in the amount of \$85,140. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

AA. Landfill - 2025 Materials Contract - Pierce & Pitt

Moved by Commissioner Rushing, supported by Vice Chairperson Baldwin, to approve the agreement with Pierce and Pitt Trucking, Inc. for Landfill materials in the not-to-exceed amount of \$233,250 for the period of 12/1/24 through 11/30/25. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

BB. Landfill - 2025 Materials Contract - Asphalt Trucks

Moved by Vice Chairperson Baldwin, supported by Commissioner Torello, to approve the agreement with Asphalt Trucks Inc. for Landfill materials in the not-to-exceed amount of \$360,000 for the period of 12/1/24 through 11/30/25. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin,

Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None
CC. Landfill - 2025 Materials Contract - Rauhorn Electric

Moved by Commissioner Torello, supported by Commissioner Rushing, to approve the agreement with Rauhorn Electric, Inc. for Landfill materials in the not-to-exceed amount of \$60,000 for the period of 12/1/24 through 11/30/25. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

DD. Landfill - 2025 Materials Contract - SA Torello, Inc.

Moved by Vice Chairperson Baldwin, supported by Commissioner Rushing, to approve the agreement with S.A. Torello, Inc. for Landfill materials in the not-to-exceed amount of \$182,400 for the period of 12/1/24 through 11/30/25. Carried - Roll Call Vote 4-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Rushing Nay: None

EE. Landfill - 2025 Materials Contract - Dani's Transport, Inc.

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to approve the agreement with Dani's Transport, Inc. for Landfill materials in the not-to-exceed amount of \$96,850 for the period of 12/1/24 through 11/30/25. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

FF. 2025-2029 Capital Improvement Program

Moved by Commissioner Rushing, supported by Vice Chairperson Baldwin, to approve the 2025-2029 Capital Improvement Program. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

GG. Landfill - Talaski Excavating Operations Contract Extension

Moved by Vice Chairperson Baldwin, supported by Commissioner Torello, to approve the eighth contract extension and amendment to the Talaski Excavating LLC contract for Landfill operations extending the term through 06/30/25 in the estimated value of \$940,000. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

HH. Resolution 24-23 Accepting the Terms for the Michigan DNR Trust Fund Grant

Moved by Commissioner Torello, supported by Vice Chairperson Baldwin, to adopt Resolution 24-23 approving the Michigan DNR Trust Fund Grant agreement for the development of Phase II of development at North Channel County Park with a project total amount of \$600,000. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

II. Contract Approval - Mead & Hunt - Design Runway 04-22 Approach Clearing - Phase I - Airport

Moved by Vice Chairperson Baldwin, supported by Commissioner Torello, to approve the contract for engineering service with Mead & Hunt, Inc. for the design for Runway 04-22 approach clearing - Phase I in the amount of \$33,880 for the Airport. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson

Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing
Nay: None

JJ. PFAS/PFOS Testing - S. Simasko

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to approve and direct the testing of well and surface water for PFAS and PFOA compounds at the Landfill monitoring wells, 125 Sturdevant Road, 150 Burns Road, 366 Pine River Rd and 5300 Smiths Creek Road and consistent with the written motion for testing considered at the November 7, 2024 BOC meeting of the Committee of the Whole. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

KK. 2025 Pension and Retiree Health Care Contribution Rates

Moved by Commissioner Rushing, supported by Vice Chairperson Baldwin, to approve the 2025 employer pension contribution of 30% or \$5,323,000 and the 2025 retiree health care contribution of 9%. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

LL. Health Department Renovation - Office Furniture Award (Kerr Albert)

Moved by Vice Chairperson Baldwin, supported by Commissioner Torello, to award the Health Department Renovation furniture vendor to Kerr Albert in the amount of \$273,056.51, with funding being provided using American Rescue Plan Act funds as well as the Health Department Fund Balance. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

MM. Resolution 24-25 Budget Adoption - 2025

Moved by Vice Chairperson Baldwin, supported by Commissioner Simasko, to adopt Resolution 24-25 adopting the 2025 St. Clair County General Fund Budget. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

NN. Commissioner Bohm District 5 American Rescue Plan Act Project - City of St. Clair Cox Road Sidewalk

Moved by Commissioner Torello, supported by Commissioner Rushing, to approve the Commissioner District 5 American Rescue Plan Act project for the City of St. Clair in the amount of \$127,389 for installation of a sidewalk on Cox Road. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

OO. Commissioner Bohm District 5 American Rescue Plan Act Project - City of St. Clair Library HVAC System Replacement

Moved by Vice Chairperson Baldwin, supported by Commissioner Simasko, to approve the Commissioner District 5 American Rescue Plan Act project for the City of St. Clair for the St. Clair Library HVAC system replacement in the amount of \$75,440. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

PP. Commissioner Bohm District 5 American Rescue Plan Act Project - City of St. Clair Equipment Purchases

Moved by Commissioner Rushing, supported by Commissioner Simasko, to approve the Commissioner District 5 American Rescue Plan Act project for the City of St. Clair in the amount of \$291,396.79 for the purchase of a 2023 Caterpillar, 2023 John Deere Gator, and a 2002 Bobcat. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

QQ. Commissioner Bohm District 5 American Rescue Plan Act Project - City of St. Clair Generator purchase for Pine Shores Golf Course

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to approve the Commissioner District 5 American Rescue Plan Act project for the City of St. Clair for a backup generator at the Pine Shores golf course in the amount of \$17,300. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

RR. Commissioner Bohm District 5 American Rescue Plan Act Project - City of St. Clair Police Vehicle

Moved by Vice Chairperson Baldwin, supported by Commissioner Torello, to approve the Commissioner District 5 American Rescue Plan Act project for the City of St. Clair for the purchase of a police response truck in the amount of \$35,195. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

SS. Commissioner Bohm District 5 American Rescue Plan Act Project - City of St. Clair Police Pursuit Vehicle

Moved by Commissioner Torello, supported by Commissioner Rushing, to approve the Commissioner District 5 American Rescue Plan Act project for the City of St. Clair Police Department in the amount of \$42,000 for the purchase of a Dodge Durango Pursuit vehicle Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

TT. St. Clair County Sheriff's Marine Division Radio Replacement

Moved by Vice Chairperson Baldwin, supported by Commissioner Torello, to approve the Sheriff's Department Marine Division radios purchase in the amount of \$132,785.32 from Motorola Solutions using American Rescue Plan Act funds. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

UU. Commissioner Torello District 4 American Rescue Plan Act Project - Kimball Township Sewer Lift Station Backup Generator

Moved by Commissioner Torello, supported by Vice Chairperson Baldwin, to approve the Commissioner District 4 American Rescue Plan Act project for Kimball Township in the amount of \$50,000 for a backup generator at the sewer lift station. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

VV. Commissioner Simasko District 1 American Rescue Plan Act Project - Clyde

Township Playscape (Previously Approved)

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to approve the Commissioner District 1 American Rescue Plan Act project for Clyde Township in the amount of \$50,000 for the purchase and installation of a playscape. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing
Nay: None

WW. Intervention Center RFID Project- WiFi Cabling and Wireless Access Points

Moved by Commissioner Rushing, supported by Vice Chairperson Baldwin, to approve the installation for WiFi Cabling and wireless access points by Conti for the RFID inmate tracking project in the amount of \$43,666, using American Rescue Plan Act funds. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing
Nay: None

XX. Resolution 24-26 Relative to "Per Diems" For Boards and Commissions

Moved by Vice Chairperson Baldwin, supported by Commissioner Rushing, to adopt Resolution 24-26 relative to "per diems" for Boards and Commissions. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing
Nay: None

YY. Resolution 24-27 Waiving Investment Interest Earned on Taxes Collected by Local Units

Moved by Commissioner Simasko, supported by Commissioner Torello, to adopt Resolution 24-27 waiving investment interest earned on taxes collected by local units. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing
Nay: None

ZZ. Resolution 24-28 Adopting the 80/20 Cost Sharing Model

Moved by Vice Chairperson Baldwin, supported by Commissioner Simasko, to adopt Resolution 24-28 adopting the 80/20 cost sharing model as set forth in the Publically Funded Health Insurance Contribution Act No. 152 of 2011. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing
Nay: None

AAA. Backup Solution Expansion - Information Technology

Moved by Commissioner Rushing, supported by Vice Chairperson Baldwin, to approve the purchase of an expansion to the electronic data backup system for Information Technology in the amount of \$87,666.18 using American Rescue Plan Act funds. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing
Nay: None

BBB. Redundant Computer Resources - Information Technology

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to approve the purchase of redundant computer resources to be used in the backup data center for Information Technology in the amount of \$459,150 using American Rescue Plan Act funds. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice

Chairperson Baldwin, Commissioner Simasko, Commissioner Torello,
Commissioner Rushing Nay: None

CCC. File Storage System Purchase - Information Technology

Moved by Commissioner Torello, supported by Commissioner Rushing, to approve the purchase of a file storage system for Information Technology in the amount of \$174,407.47 using American Rescue Plan Act funds. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

DDD. Contract Approval: Hutch Paving Inc.- District Court House Parking Lot Expansion & Repair

Moved by Vice Chairperson Baldwin, supported by Commissioner Torello, to approve the contract with Hutch Paving Inc. for the expansion and repair of the Port Huron Courthouse parking lot in the amount not to exceed \$196,650.00 using American Rescue Plan Act funds. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

EEE. 2025 Dental Dental Renewal

Moved by Vice Chairperson Baldwin, supported by Commissioner Simasko, to approve the Delta Dental contract renewal as presented. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

FFF. 2025 Blue Cross Blue Shield Agreement Renewal

Moved by Commissioner Rushing, supported by Commissioner Simasko, to approve the Blue Cross Blue Shield 2025 agreement renewal as presented. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

GGG. 2025 Medicare Advantage Agreement Renewal

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to approve the 2025 Medicare Advantage agreement renewal as presented. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

HHH. Commissioner Bohm District 5 American Rescue Plan Act Project - City of St. Clair Snowplow and Debris Removal Truck

Moved by Vice Chairperson Baldwin, supported by Commissioner Rushing, to approve the Commissioner District 5 American Rescue Plan Act project for the City of St. Clair for the purchase of a snow removal truck in the amount of \$148,234.77. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

III. Commissioner Bohm District 5 American Rescue Plan Act Project - City of St. Clair Outdoor Wayfinding Sign

Moved by Vice Chairperson Baldwin, supported by Commissioner Torello, to approve the Commissioner District 5 American Rescue Plan Act project for the City of St. Clair in the amount of \$26,898.10 for an outdoor wayfinding sign. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin,

Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None
JJJ. Michigan Municipal Risk Management Authority Insurance Renewal 2025

Moved by Commissioner Torello, supported by Commissioner Rushing, to approve the Michigan Municipal Risk Management Authority Insurance Renewal for the term of 01/01/25 through 01/01/26 in the amount of \$907,182. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

KKK. Commissioner Baldwin District 2 American Rescue Plan Act Project - Fort Gratiot Township Parker Road Campground Sanitary Pump Station and Forcemain

Moved by Vice Chairperson Baldwin, supported by Commissioner Torello, to approve the Commissioner District 2 American Rescue Plan Act project for the Township of Fort Gratiot in the amount of \$202,839.49 for a sanitary pump station and forcemain on Parker Road. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

LLL. Commissioner Baldwin District 2 American Rescue Plan Act Project - Sanborn Gratiot Memorial Home Staffing Costs for Support Services

Moved by Commissioner Rushing, supported by Vice Chairperson Baldwin, to approve the Commissioner District 2 American Rescue Plan Act project for Sanborn Gratiot Memorial Home in the amount of \$172,491.78 for staffing costs. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

MMM. Materials Management Planning Committee Appointments

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, To appoint the following individuals to the Materials Management Planning Committee each for a 5-year term expiring 11/21/2029:

- Frederick Thompson - Composting Facility
- Martin Habalewski - Environmental Interest Group Representative
- Michael Griffin - Managed Material Hauler Representative
- Kelly Karl - Regional Planning Agency Representative
- Matt Williams - Solid Waste Disposal Facility Operator
- Robert Usakowski - Township Elected Official
- Matthew Ball - Waste Diversion, Reuse or Reduction Operator
- Steve Simasko- County Elected Official - Term ending December 31, 2024

Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

NNN. Contract Approval: Materials Management Plan Development Agreement - HDR Michigan Inc.

Moved by Vice Chairperson Baldwin, supported by Commissioner Rushing, to approve the agreement with HDR Michigan, Inc for the development of a Materials Management Plan in the amount not to exceed \$71,887. Carried - Roll Call Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko,

Commissioner Torello, Commissioner Rushing Nay: None

13. Administrator's Report

Last week SEMCOG was here, and they hosted an economic development input session. They do this every four to five years, and they incorporate that feedback into their economic development strategy. They hosted at our facility and roughly 30 to 35 people attended.

The contract for the management of the Blue Water Convention Center does expire at the end of this year. We met with ASM Global and we will be bringing a proposal to you in December for a renewal of that contract.

There will be another large agenda for next month. There will be multiple agreements that come forward. The ARPA funds have to be 100% committed next month. We have several municipalities that were awarded funds in the first round of funding that have not completed those projects, so we need to get them under contract. We will be proposing a reallocation of funds for projects that have already been discussed.

We have received the report back for the Intervention Center facility assessment that was approved a few months ago. Several RPF"s are going to be developed for the HVAC system in the next year.

We have completed the federal rate calculation for housing federal inmates. This has not been revisited since 2009. The current rate of \$84.05 does not cover the cost, so we are proposing \$150.00 for the daily rate.

A bid was out for the PFAS that would put us in place to meet the City of Port Huron requirements. Those bids have come back. We have a lease and buy option, and we have been working with TetraTech on what is the best fit. A recommendation will be brought to the board next month.

The recommendation of the architect for the Animal Control relocation will be coming to the board next month, as well.

14. Miscellaneous Business

Chairperson Bohm spoke briefly about the Legislative Luncheon and PA 233.

Commissioner Rushing spoke briefly about the Fort Gratiot committee meeting and Health Department in regards to solar.

15. Receive and File Packets and all Information Present

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to receive and file packets that were sent to Commissioners, packets at their places and any other information presented. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None

16. Closed Session

- A. Discussing Pending Litigation - Landfill and Intervention Center
- B. Discussing Collective Bargaining Negotiation Strategy

17. Adjournment

Moved by Commissioner Simasko, supported by Vice Chairperson Baldwin, to adjourn at 7:30 p.m. Carried - Voice Vote 5-0. Aye: Chairperson Bohm, Vice Chairperson Baldwin, Commissioner Simasko, Commissioner Torello, Commissioner Rushing Nay: None



December 2024

Invoice

Reference Invoice Number with Payment

HDR Michigan Inc.
Ann Arbor, MI 48104-6815

HDR Invoice No. 1200686756
Invoice Date 09-JAN-2025
Invoice Amount Due \$3,551.75
Payment Terms 30 NET

St. Clair County MI
200 Grand River Ave Ste 203
Port Huron, MI 48060

Remit To PO Box 74008202
Chicago, IL 60674-8202
ACH/EFT Payments Bank of America ML US
ABA# 081000032
Account# 355004076604

St. Clair - Material Management Plan Development
Email invoices to: kahepting@stclaircounty.org

Professional Services
From: 04-DEC-2024 To: 28-DEC-2024

Professional Services Summarization		Hours	Billing Rate	Amount
Administrative Support III	Robson, Jennifer Anne	1.75	110.00	192.50
Administrative Support VI	Marion, Marcia L	2.00	165.00	330.00
CADD/BIM Specialist/Designer III	Majerus, Allison Diane	0.25	114.00	28.50
Engineer/Scientist I	Sisk, Emily Anne	11.50	131.00	1,506.50
Project Manager VI	Bacehowski, Daniel Vincent (Dan)	1.00	274.00	274.00
Project Manager VI	Zawaideh, Lara L	1.50	274.00	411.00
Technical Consultant IV	Cron, Anne Christine	1.25	185.00	231.25
Technical Consultant VIII	Roof, Veronica Tafur	2.00	289.00	578.00
		21.25		\$3,551.75
		Total Professional Services		\$3,551.75

Amount Due This Invoice (USD) \$3,551.75

Fee Amount	\$71,887.00
Fee Invoiced to Date	\$3,551.75
Fee Remaining	\$68,335.25



January 2025

Invoice

Reference Invoice Number with Payment

HDR Michigan Inc.
Ann Arbor, MI 48104-6815

HDR Invoice No. 1200693742
Invoice Date 04-FEB-2025
Invoice Amount Due \$3,653.25
Payment Terms 30 NET

St. Clair County MI
200 Grand River Ave Ste 203
Port Huron, MI 48060

Remit To PO Box 74008202
Chicago, IL 60674-8202
ACH/EFT Payments Bank of America ML US
ABA# 081000032
Account# 355004076604

St. Clair - Material Management Plan Development
Email invoices to: kahepting@stclaircounty.org

Professional Services
From: 29-DEC-2024 To: 25-JAN-2025

Professional Services Summarization		Hours	Billing Rate	Amount
Administrative Support III	Robson, Jennifer Anne	2.00	114.00	228.00
Administrative Support VI	Marion, Marcia L	2.00	172.00	344.00
Engineer/Scientist II	Sisk, Emily Anne	12.50	148.00	1,850.00
Project Manager VI	Bacehowski, Daniel Vincent (Dan)	1.00	285.00	285.00
Project Manager VI	Zawaideh, Lara L	2.00	285.00	570.00
Technical Consultant VIII	Bauman, James M (Jim)	0.75	301.00	225.75
Technical Consultant VIII	Soubra, Khaled Samih	0.50	301.00	150.50
		20.75		\$3,653.25
		Total Professional Services		\$3,653.25

Amount Due This Invoice (USD) \$3,653.25

Fee Amount	\$71,887.00
Fee Invoiced to Date	\$7,205.00
Fee Remaining	\$64,682.00